

121222/2039

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

NETFA NEVERS,

Plaintiffs,

-against-

THE CITY OF NEW YORK,  
POLICE OFFICER MARK HOLDER, Shield # 31798,  
POLICE OFFICER JOHNSON and POLICE OFFICERS  
"JOHN DOES" (whose names and shield #'s are  
unknown),

Defendants

STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISCONTINUANCE

06-CV-00318 (ENV)(MDC)  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
SEP 11 2006

P.M. \_\_\_\_\_  
TIME A.M. \_\_\_\_\_

WHEREAS, plaintiff Nefta Nevers commenced this action by filing a complaint  
on or about January 25, 2006 alleging violations of certain of his federal and state rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

WHEREAS, plaintiff and defendants now desire to resolve the issues raised in  
this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, no party herein is an infant or incompetent for whom a committee  
has been appointed; and

WHEREAS, plaintiff has authorized counsel to settle this matter as against  
defendants on the terms enumerated below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by  
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed as against defendants  
City of New York, Police Officer Mark Holder, Police Officer Johnson and the defendants

identified in the complaint as "Police Officers John Does" with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Nefta Nevers the sum of THIRTY SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$37,500) in full satisfaction of all claims as against defendants, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants, and to release defendants, any present or former employees or agents of the City of New York and the New York City Police Department, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, releases based on the terms of paragraph "2" above, and Affidavits of No Liens on behalf of plaintiff Nefta Nevers.

4. Other than as set forth in paragraph "2" above, plaintiff and his counsel, or any party in privity with any of them, shall have no recovery for any damages, injury, equitable or other relief, or fees or costs in connection therewith.

5. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

the terms and conditions contained herein.

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Dated: New York, New York  
August 28, 2006

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By:   
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By:   
SABRINA TANN (ST 2552)  
Assistant Corporation Counsel

SO ORDERED:

s/SJ

SEP 11 2006

U.S.D.J.